



Attorneys at Law

1001 West Fourth St.  
Winston-Salem NC 27101-2400  
t 336 607 7300 f 336 607 7500  
www.KilpatrickStockton.com

December 16, 2005

direct dial 336 607 7486  
direct fax 336 734 2753  
BSchroeder@KilpatrickStockton.com**FAX**

RECIPIENT/ PHONE NO.	FAX NO.	COMPANY/ CITY, STATE, COUNTRY
Archene Turner ART UNIT 1775	571-273-1545	U.S. Patent and Trademark Office Alexandria, VA

T. Benjamin Schroeder Ph.D.

FROM

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PAGES (WITH COVER)

5240

REFERENCE NO

55972/314224

CLIENT/MATTER NO.

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**COMMENTS**

Re: Application No. 10/748,704

Filed: 12/30/03

Applicant: Joseph K. Price

Attached please find the Statement under 37 CFR 3.73(b) in the above-referenced application. Thanks you for your help in this matter. Should you have any questions, please feel free to call me at 336-607-7486.

T. Benjamin Schroeder

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Copy of Notice Regarding Power of Attorney;  
Revocation of Power of Attorney with New Power of Attorney and Change of  
Correspondence Address;  
Statement Under 37 CFR 3.73(b);  
Assignment of Patents (Price to Analytical Technologies, LLC) (4 pages); and  
Patent and Patent Applications Assignment (Analytical Technologies, LLC to  
Sensory Analytics, LLC) (4 pages)

This collection of information is required by 37 CFR 1.8. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1.8 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	10/748,704
	Filing Date	December 30, 2003
	First Named Inventor	Joseph K. Price
	Art Unit	1775
	Examiner Name	Archene A. Turner
	Attorney Docket Number	55972/314224

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners at Customer Number :

23342

☒ Please change the correspondence address for the above-identified application to:☒ The address associated with  
Customer Number:

23342

OR

☐ Firm or  
Individual Name

Address

City

State

ZIP

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Greg Frisby

Date

5-3-05

Telephone

336-665-1700

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required.  
Submit multiple forms if more than one signature is required, see below.☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Dec 15 05 05:04p

Keith Macon

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Sensory Analytics, LLCApplication No./Patent No.: 10/748,704Filed/Issue Date: 12/30/03Entitled: Anodizing System With a Coating Thickness Monitor and an Anodized ProductSensory Analytics, LLCa North Carolina limited liability company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest or  
 2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Joseph K. Price To: Analytical Technologies, LLC  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Analytical Technologies, LLC To: Sensory Analytics, LLC  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

(NOTE: A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]  
 Signature  
Greg Frisby  
 Printed or Typed Name  
CEO  
 Title

12/14/05  
 Date  
336-665-1800  
 Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you take to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office. DO NOT SEND FEES OR COMPLETED FORMS TO THE USPTO. 22313-1480.

If you need assistance in com

Sue Memory  
336-607-7500

11/01/04

## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated November 10<sup>th</sup>, 2004, is entered into by Joseph K. Price, an individual resident of North Carolina (the "*Assignor*"), for the benefit of Analytical Technologies LLC, a North Carolina corporation ("*Assignee*").

WHEREAS, Assignee and Assignor have entered into that certain Technology Transfer Agreement, dated as of the date hereof (the "*Agreement*"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and certain intellectual property to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosure and related patent rights (the "*Patents*") set forth on Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, set overs and transfers to Assignee, its successors and assigns all of Assignor's entire rights, title and interests in and to the Patents, and agrees to sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents that are completed or come into existence hereafter, including any divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, re-examinations, or reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph. Assignor agrees that, on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

Analytical Technologies LLC rev 9

Page 1

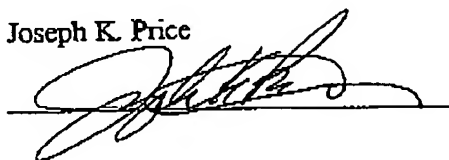
11/3/2004 1:21 PM

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, by its  
duly authorized corporate officer effective this 16<sup>th</sup> day of ~~October~~, 2004.  
November

Analytical Technologies LLC

By: Name: Joseph K. PriceTitle: Managing Partner

Joseph K. Price



[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]

11/3/2004 1:21 PM

STATE OF NCCOUNTY OF Guilford

On this 10<sup>th</sup> day of Nov, 2004, before me, a Notary Public in and for said State, personally appeared Joseph K. Price personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

Betty L Smith  
Notary PublicMy Commission expires:  
May 7, 2007



11/3/2004 1:21 PM

Schedule 1

Patent Applications

1. Patent Application No. 10/748,704—Anodizing System with a Coating Thickness Monitor and an Anodized Product
2. Patent Application No. 10/952,700—Anodizing System with a Coating Thickness Monitor and an Anodized Product
3. Patent Application No. 10/953,082—Anodizing System with a Coating Thickness Monitor and an Anodized Product

Patents

Patent No. 6,674,533—Anodizing System with a Coating Thickness Monitor and an Anodized Product

**PATENT AND PATENT APPLICATIONS ASSIGNMENT**

WHEREAS, Analytical Technologies, LLC, a North Carolina limited liability company, hereinafter "SELLER," is the owner of all interest in the inventions disclosed in the United States patents and patent applications listed in Schedule A (collectively, the "Patents"), which are attached hereto and incorporated by reference herein.

WHEREAS, Sensory Analytics, LLC, a North Carolina limited liability company, hereinafter "BUYER," desires to acquire an interest therein.

WHEREAS, the SELLER and BUYER have entered into a certain Asset Purchase Agreement of even date herewith pursuant to which the SELLER has sold and the BUYER has, among others, purchased all right, title, and interest in, to and under the Patents.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, SELLER has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said BUYER, its successors, assigns, and legal representatives, SELLER's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions as described in said Patents, together with SELLER's entire right, title and interest in and to said Patents, and such Patents as may issue thereon or claim priority under law or international convention; including but not limited to conversions, continuations, divisionals, reissues, renewals, reexaminations, and other filings related to such Patents; said inventions and Patents to be held and enjoyed by said BUYER for its own use and behalf, and for its successors, assigns and legal representatives, to the full end of the term for which said Patents may be granted as fully and entirely as the same would have been held by SELLER had this assignment and sale not been made; SELLER hereby conveys all of SELLER's rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by such Patents. SELLER hereby acknowledges that this assignment, being of SELLER's entire right, title and interest in and to said inventions, carries with it the right in BUYER to apply for and obtain from competent authorities in all countries of the world any and all Patents by attorneys and agents of BUYER's selection and the right to procure the grant of all Patents to BUYER for its own name as BUYER of SELLER's entire right, title and interest therein. SELLER also hereby acknowledges that this assignment carries with it the right in BUYER to sue for damages for infringement of said Patents.

AND, SELLER hereby further agrees for itself and its successors, assigns and legal representatives to execute upon reasonable request, and at BUYER's expense, any other lawful documents and likewise to perform any other lawful acts which may be reasonably deemed necessary to secure fully the aforesaid inventions to said BUYER, its successors, assigns, and legal representatives, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved.

AND, SELLER hereby authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to record BUYER as the owner of the Patents and to issue any applications as shall be granted upon such Patents, notices and any other communications and documents bearing on the Patents based thereon, to said BUYER, its successors, assigns, and legal representatives.

AND, this assignment is binding on SELLER, and its successors and assigns, and will inure to the benefit of BUYER, its successors and assigns, and shall be construed and enforced in accordance with the laws of the state of North Carolina without regard to the conflict or choice of law rules of North Carolina or any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as of this 10<sup>th</sup> day of November, 2004.

BUYER:

SENSORY ANALYTICS, LLC

By: 

Name: Doug Young

Title: Manager

SELLER:

ANALYTICAL TECHNOLOGIES, LLC

By: 

Name: Joseph K. Hise

Title: Managing Partner

## ACKNOWLEDGEMENT

STATE OF

NC

COUNTY OF

Guilford

ss.

On Nov 10<sup>th</sup> 2004, before me

Betty L. Smith

Notary Public

(name, title of officer, e.g., "Jane Doe, Notary Public")

personally appeared

Joseph K. Price

(name of signer)

☒ personally known to me - OR -  
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on  
the instrument, the person(s), or the entity upon behalf of which person(s) acted, executed the  
instrument.

Witness my hand and official seal.

Betty L. Smith

(Signature of Notary)

my commission expires;  
May 7, 2007

SCHEDULE A**PATENT APPLICATIONS AND PATENTS****Patent Applications**

1. Patent Application No. 10/748,704—Anodizing System with a Coating Thickness Monitor and an Anodized Product
2. Patent Application No. 10/952,700—Anodizing System with a Coating Thickness Monitor and an Anodized Product
3. Patent Application No. 10/953,082—Anodizing System with a Coating Thickness Monitor and an Anodized Product

**Patents**

Patent No. 6,674,533—Anodizing System with a Coating Thickness Monitor and an Anodized Product

**Other Intellectual Property**

Optical Analysis and Vision Systems

RF Measurement and Analysis Systems

All other software and hardware applications that involve either color, thickness or analytical measurement

**Other Property**

Analytical Technologies application notes;

Analytical Technologies sales call reports (history);

Analytical Technologies sales offers (contracts);

Analytical Technologies business methods; and

Analytical Technologies application history (related to application development).

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